



Guy M. Hicks
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May 20, 2009

VIA HAND DELIVERY

Chairman Eddie Roberson
c/o Sharla Dillon, Dockets
and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Level 3 Communications, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. _____

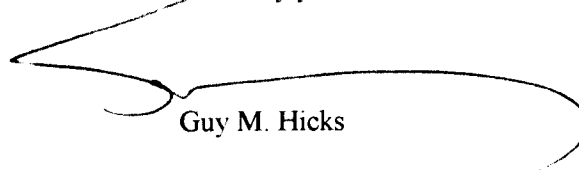
Dear Chairman Roberson:

Enclosed for filing is the original plus four paper copies and one electronic copy of the Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T") and Level 3 Communications, L.L.C. ("Level 3"). The Amendment removes ISP Growth Cap language from the Agreement.

AT&T and Level 3 respectfully request that the Petition and Amendment be filed, reviewed and considered for approval as expeditiously as possible.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Director of Interconnection Services, Level 3 Communications, LLC
Vice President – Public Policy and Government Affairs, Level 3 Communications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. d b a AT&T Tennessee and Level 3 Communications, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T TENNESSEE AND LEVEL 3 COMMUNICATIONS, L.L.C.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Level 3 Communications, L.L.C. ("Level 3") and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 23, 2004 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Level 3 and AT&T state the following:

1. Level 3 and AT&T have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Level 3. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 9, 2004.

2. The parties have recently negotiated an Amendment to the Agreement which removes ISP Growth Cap language from the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Level 3 and AT&T are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between AT&T and Level 3 within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Level 3 and AT&T aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Agreement approved pursuant to 47 USC Section 252.

Level 3 and AT&T respectfully request that the TRA approve the Amendment negotiated between the parties.

This 2nd day of May, 2009

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A AT&T TENNESSEE

By. 

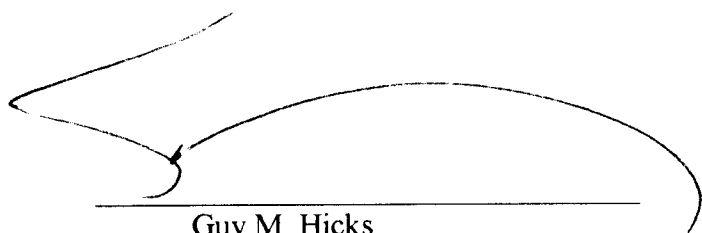
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for AT&T

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 2nd day of May, 2009:

Director of Interconnection Services
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Vice President – Public Policy and Government Affairs
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021


Guy M. Hicks

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE
AND
LEVEL 3 COMMUNICATIONS, L.L.C.**

The Interconnection Agreement dated June 23, 2004 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Level 3 Communications, L.L.C. ("Level 3") ("Agreement") effective in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, is hereby amended as follows:

1. Sections 7.2, 7.2.1 and 7.2.2 of Attachment 3 - Network Interconnection are hereby deleted in their entirety and replaced with the following new sections 7.2, 7.2.1 and 7.2.2:
 - 7.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and all Local Traffic on a minute of use basis, at \$.0007 per minute of use.
 - 7.2.1 Intentionally Left Blank.
 - 7.2.2 Intentionally Left Blank.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

**AMENDMENT TO REMOVE ISP GROWTH CAP LANGUAGE/
 BELL SOUTH TELECOMMUNICATIONS, INC.
 d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA
 AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
 AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, AND AT&T TENNESSEE ("AT&T")**

SIGNATURE PAGE 1 OF 1

Level 3

VERSION - 10/09/08

Level 3 Communications, L.L.C.

**BellSouth Telecommunications Inc, d/b/a AT&T
 Alabama, d/b/a AT&T Florida, d/b/a AT&T Georgia,
 d/b/a AT&T Kentucky, d/b/a AT&T Louisiana, d/b/a
 AT&T Mississippi, d/b/a AT&T North Carolina, d/b/a
 AT&T South Carolina, d/b/a AT&T Tennessee by AT&T
 Operations, Inc., its authorized agent**

Level 3 Communications, L.L.C.

By: *Jamie Meyer*

Name: *Jamie Meyer*

Title: *Sr. Dir - Interconnection Services*

Date: *3/23/09*

By: *Eddie A. Reed, Jr.*

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: *4-24-09*

	Resale OCN	UNE OCN	Switch Based OCN
ALABAMA	_____	_____	_____
FLORIDA	_____	_____	_____
GEORGIA	_____	_____	_____
KENTUCKY	_____	_____	_____
LOUISIANA	_____	_____	_____
MISSISSIPPI	_____	_____	_____
NORTH CAROLINA	_____	_____	_____
SOUTH CAROLINA	_____	_____	_____
TENNESSEE	_____	_____	_____
ACNA _____			